



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Niagara Frontier Transportation Authority (NFTA) and International Brotherhood of Teamsters (IBT), Local 264 (2002) (MOA)**

Employer Name: **Niagara Frontier Transportation Authority (NFTA)**

Union: **International Brotherhood of Teamsters (IBT)**

Local: **264**

Effective Date: **04/01/02**

Expiration Date: **05/31/05**

PERB ID Number: **8329**

Unit Size: **12**

Number of Pages: **28**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AGREEMENT

BETWEEN

**NIAGARA FRONTIER TRANSPORTATION
AUTHORITY
(AIRPORT SUPERVISORS)**

AND

**TEAMSTERS LOCAL 264
BUFFALO, NEW YORK
AN AFFILIATE OF
THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

EFFECTIVE

APRIL 1, 2002 TO MARCH 31, 2005

RECEIVED

SEP 09 2003

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE
	Agreement.....	1
1	Recognition – Union Membership	1
2	Hours of Work	4
3	Holidays	5
4	Vacation	6
5	Wages.....	8
6	Medical, Dental and Optical Insurance.....	10
7	Pension, Disability, Worker's Compensation	12
8	Seniority, Promotion, Transfer, Layoff and Recall.....	13
9	Leaves of Absence.....	16
10	Grievance, Arbitration, Management Rights	18
11	Safety and Welfare	19
12	Term of Agreement	22
	Appendix A	
	Titles, Salary Grades, Wage Rates.....	23
	Appendix B	
	Longevity Pay.....	24
	Appendix C	
	Seniority List.....	25
	Appendix D	
	Memorandum of Understanding (Health Insurance)	26

AGREEMENT

THIS AGREEMENT made and entered into on the 1st day of April 2002, by and between NIAGARA FRONTIER TRANSPORTATION AUTHORITY, a body corporate and politic, constituting a public benefit corporation, organized and existing pursuant to Chapter 717 of the Laws of 1967 of the State of New York, as amended with its principal office for the transaction of business at 181 Ellicott Street, in the City of Buffalo, County of Erie and State of New York, (hereinafter referred to as "NFTA") and the TEAMSTERS LOCAL #264, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as "Union").

ARTICLE 1 **RECOGNITION – UNION MEMBERSHIP**

Section 1.1: Recognition

Pursuant to PERB Case No. C-4145, the NFTA recognizes the Teamsters Local Union #264 as the representative of its permanent employees in the following job titles listed in Appendix "A".

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment and the administration of grievances arising thereunder for the term of this agreement for all employees covered by this agreement in all classifications as determined by the New York State Public Employment Relations Board to be in the bargaining unit.

The period of unchallenged representation for the Union shall be the maximum permitted by the Taylor Law.

The terms "employees", "supervisor", "foreman", "manager", "member", are used interchangeably herein to refer to permanent employees (excluding those employees on probation) of the NFTA on a full-pay status, who are represented by the Union and whose terms and conditions of employment are governed by this agreement. These terms are used to designate both male and female.

Section 1.2: Purpose of Agreement

The parties hereto desire to provide, through this agreement: the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

Section 1.3: Applicable Law

In consideration of the mutual covenants and agreements, herein contained, the NFTA and the Union, through their authorized representatives, agree that this agreement has been negotiated pursuant to the provisions of the Public Employees Fair Employment Act and is governed by the applicable provisions of New York State law.

Section 1.4: Legislative Requirements

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds, therefore, shall not become effective until the appropriate legislative body has given approval.

Section 1.5: Union Officials

The Union will advise the NFTA, in writing, to the Director of Human Resources, of the names and titles of its stewards, and will promptly give the NFTA written notification of any changes during the term of this agreement within two (2) calendar weeks of any such change.

Section 1.6: Dues Checkoff and Authorization

An employee desiring to become a member of the Union may execute a written authorization. Upon receipt of the authorization from an employee, the NFTA shall, pursuant to the authorization, deduct from the employee's wages, dues, each pay period.

The Employer, following each pay period from which those deductions are made will transmit the amount so deducted to the Union, within thirty (30) days. All transmittals shall be sent out by a listing of the members from whom the deductions have been made and the amount from each to:

TEAMSTERS LOCAL #264
35 TYROL DRIVE
CHEEKTOWAGA, NEW YORK 14227

The Union shall certify to the Employer, in writing, the current rate of membership dues and shall give the Employer thirty (30) days notice prior to the effective date of any changes.

A deduction authorized by an employee shall continue as long as so authorized unless and until such employee notifies the Human Resources Department of the Employer of his desire to discontinue or to change such authorization, in writing, and by registered mail and the NFTA shall forward a copy of the employee's notification to the Union.

The Employer further agrees to grant to the Union, an exclusive payroll deduction of premiums for an employee organization sponsored insurance program.

The Union agrees to indemnify and hold the NFTA harmless from any loss it may incur as a result of such deduction.

Section 1.7: Agency Shop Fee

Agency Shop fee deductions, of an equal amount to Union membership dues, shall be continued for the term of this agreement. Such amount shall be deducted on a monthly basis and shall be transmitted at the same time and to the same office as set forth in Section 1.6.

If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from an employee's paycheck, such deduction shall be made from the next paycheck of the employee and submitted to the collective bargaining representative, employee or any party by reason of the requirements of this section of the agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

On the effective date of this agreement, the Employer shall supply to the Union at the address listed above, a list of all current employees in the bargaining unit showing the employee's full name, home address, social security number, job title, work location, membership status, insurance deductions and first date of employment. Such information shall hereafter be provided to the above if any changes occur.

The Union, pursuant to such deductions, agrees to establish and maintain a procedure providing for the refund to any non-members demanding the return of any part of such agency fee deduction which represents his/her prorated share of expenditures by the Union in aid of activities or causes of a political or ideological nature, only incidentally related to terms and conditions of employment.

The Union shall hold the NFTA harmless against any and all suits, claims, demands and liabilities arising out of any action of the NFTA implementing or deducting amounts of money from wages under this section.

Section 1.8: Pledge Against Discrimination and Coercion

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

In connection with the Equal Employment Opportunity Program of the United States, the employer pledges its full support to Executive Order 11246 of September 1965 as amended by Executive Order 11375 dated October 13, 1968, in continuing its well established policy to provide equal employment opportunities for all individuals on the basis of qualifications and merit without regard to race, color, creed, age, sex, religious affiliation or national origin, which policy the Union enthusiastically endorses.

All references to employees in this agreement designate both sexes wherever the male gender is used it shall be construed to include male and female employees.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any lawful employee activity in an official capacity on behalf of the Union.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

The Union agrees that it will not interfere with, coerce, or intimidate any of the employees into joining the Union. The Union recognizes that no employee is required to join the Union and every employee has the right to join or refrain from joining the Union.

ARTICLE 2

HOURS OF WORK

Section 2.1: Work Week

The scheduled workweek shall not exceed forty (40) hours, spread equally over five (5) workdays within any calendar week, as per past practice, commencing midnight Saturday, eight (8) hours per day. The workday shall begin and end at twelve o'clock midnight. The two (2) days off per workweek shall be consecutive.

Notwithstanding the foregoing, at each facility the scheduled work week may, when feasible and by mutual agreement, consist of four (4) ten (10) hour days.

Section 2.2: Overtime Eligibility

For time actually worked in excess of eight (8) hours in any work shift or in excess of forty (40) hours in any workweek, or on any previously scheduled days off, the Employer agrees to pay the employee at one and one-half times the appropriate hourly rate, except for holidays which do not count as hours worked for the computation of overtime.

Section 2.3: Employer Rights

It is understood that the sole responsibility and authority for determining the number of hours of work in excess of the scheduled work shift and the scheduled workweek and the actual number of and scheduling of shifts shall remain vested in the Employer, it being understood, however, that the Employer will notify the Union of contemplated changes for the purpose of maintaining a harmonious relationship. The parties recognize the need for adherence to the designated hours of work. Tardiness will result in disciplinary action which will include docking of pay for each instance of tardiness and further disciplinary action for repeated instances in accordance with the principles of progressive discipline.

Section 2.4: Overtime Distribution

Overtime shall be equally divided among the employees insofar as it is practicable to do so within each job classification, taking into account qualifications and ability to perform the work which is required on an overtime basis. Overtime will be offered to unit employees first. If overtime cannot be filled by members of the unit, then NFTA has the right to assign the work to other NFTA employees. The distribution of overtime will be considered on a quarterly basis in order that appropriate adjustments may be made during the next quarter. The Employer shall furnish to the Union at the end of each quarter, a report showing the amount of overtime worked by each employee. Employees understand that they have the obligation to work a reasonable amount of overtime at the discretion of the Employer. Refusal to work less than a reasonable amount of overtime in that job classification may result in disciplinary action.

Section 2.5: Meal Periods/Breaks

Each employee will be allowed a thirty (30) minute meal period, with pay, which may be taken at a time designated by his or her supervisor, after actually working three (3) and before six (6) hours. It is agreed that lunch periods must be taken within the scope of the employees duties and any employee may be required to stay on his or her job location.

Further, each employee will be allowed to take two (2) breaks per day, one break not to exceed fifteen (15) minutes prior to lunch and the other break not to exceed fifteen (15) minutes after lunch.

Section 2.6: Transfer Limitations

Except in the case of an emergency, the Employer will not transfer an employee to a different shift for the purpose of breaking in new employees.

Section 2.7: Sunday Premium Pay

An employee who works or is scheduled to work on a Sunday shall be paid time and one-half for the scheduled work shift of eight (8) hours. (Exception: When an employee who is scheduled to work Sunday calls in or is on sick leave). When an employee who is scheduled to work on a Sunday works beyond eight (8) hours in the regular work shift, he or she will be paid two and one quarter ($2 \frac{1}{4}$) times their regular rate for all overtime hours worked on Sunday. When an employee is called to work on a Sunday that he or she was not scheduled to work, that employee shall be paid two and one quarter ($2 \frac{1}{4}$) times his or her regular rate for all hours worked.

ARTICLE 3
HOLIDAYS**Section 3.1: Holiday List**

The following are to be paid holidays, whether or not they fall within the scheduled work week:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veterans' Day
Thanksgiving Day
Day Preceding Christmas
Christmas Day

In addition, each employee will be credited with one and one-half ($1 \frac{1}{2}$) "floating" holidays at the start of each fiscal year. This holiday may be taken at any time during the fiscal year, providing the employee informs the Employer, in writing, forty-eight (48) hours in advance.

Section 3.2: Holiday Pay

In order to be paid for a holiday, an employee must be on full-pay status. Employees on unpaid leave, non-job related disability or disciplinary suspension when a holiday occurs, or is observed, will not be paid for that holiday. In any fiscal year, an employee must have worked the last scheduled work shift prior to and the next scheduled work shift after a holiday in order to be paid for such holiday; provided, however, that his or her first miss or absence shall not be counted and the second miss or absence may be excused by the Supervisor in his or her sole discretion. The Supervisor reserves the right to schedule employees to work or excuse them from work on a holiday.

In the event an employee is scheduled to work on one of the aforementioned holidays, he or she may be paid at his or her regular hourly rate for the shift worked, plus the holiday, (exception: Thanksgiving and Christmas Day, which if an employee is scheduled to work on one of these holidays, he/she is to be paid time and one-half for shift worked, plus the holiday) or may, in lieu of holiday pay, receive a floating holiday that must be used during the fiscal year subject to forty-eight (48) hours notice to the Supervisor for his approval.

An employee must inform the Supervisor, in writing, forty-eight (48) hours in advance of a holiday, if he or she desires to receive a floating holiday rather than holiday pay.

When an employee is scheduled to work a holiday and calls in sick, he or she will be paid sick time for this day and will not be eligible for holiday pay.

Section 3.3: Holiday Pay/Unscheduled Work

In the event an employee is not scheduled to work, but is required to work on one of the aforementioned holidays, he/she is to be paid twice his/her regular hourly rate for the shift worked, plus the holiday.

Section 3.4: Emergency Work Requirement

In the event of an emergency, it is expressly understood and agreed that past practice shall prevail with respect to the requirement that an employee work on any holiday or scheduled day off.

ARTICLE 4 VACATION

Section 4.1: Vacation Entitlement

Vacation credits shall be earned in three (3) increments as follows:

Basic vacation credits shall be earned at the rate of one-half (4 hours) day per two week period, providing an employee is on full-pay status.

Anniversary vacation credits will be earned at the rate of one additional day eight (8) hours for each full year of employment for a maximum of seven (7) years. Such credit will be deemed earned on the day immediately following the employee's swearing in date.

Longevity vacation credits up to a maximum of five (5) days will be deemed earned on the employee's twelfth, seventeenth, twenty-second, twenty-seventh and thirty-second anniversary of their swearing in dates. This credit will be a maximum of one day (8 hours) and will conform to the schedule in Section 4.2 of this Article.

Section 4.2: Schedule of the Incremental Steps

<u>Fiscal Year of Employment</u>	<u>Vacation Credits</u>
First Year	Up to 13 (104 hours) days
Second Year	Up to 14 (112 hours) days
Third Year	Up to 15 (120 hours) days
Fourth Year	Up to 16 (128 hours) days
Fifth Year	Up to 17 (136 hours) days
Sixth Year	Up to 18 (144 hours) days
Seventh Year	Up to 19 (152 hours) days
Eighth Year – Eleventh Year	Up to 20 (160 hours) days
Twelfth Year – Sixteenth Year	Up to 21 (168 hours) days
Seventeenth Year – Twenty-First Year	Up to 22 (176 hours) days
Twenty-Second Year – Twenty-Sixth Year	Up to 23 (184 hours) days
Twenty-Seventh Year – Thirty-First Year	Up to 24 (192 hours) days
Thirty-Second Year or more	Up to 25 (200 hours) days

Section 4.3: Carry Over Limit/Minimum Amount of Usage

Vacation credits in a fiscal year will be prorated in those instances in which an employee is on unpaid leave of absence, or receiving worker's compensation benefits, disability or on disciplinary suspension.

Vacations may be taken as earned upon the approval of management after a ninety (90) day waiting period from the date of hire.

Vacation credits may be carried over to the next fiscal year providing the total does not exceed forty (40) days (320 hours).

Vacation credits must be taken in not less than four (4) hour increments.

Vacation requests submitted with less than one (1) week notice shall be approved or denied at the sole discretion of the NFTA.

Section 4.4: Vacation Cash Value

Employees have the option to convert vacation time into its cash value at the end of each fiscal year. The election of this option must be submitted, in writing, to the NFTA prior to March 31st of each year. An employee may only receive the cash value of a maximum of ten (10) vacation days and only if he or she has a minimum of five (5) accrued vacation days left after receiving this cash value. The cash value of the vacation time will be based on the employee's regular hourly rate (excluding out of class pay) in effect on March 31st. The cash value will be paid with the last paycheck in April in a separate check if over \$300.

Section 4.5: Vacation Pay at Separation

An employee who resigns or retires upon less than two (2) weeks prior written notice to the Employer, shall not be entitled to any vacation time that may have accrued in the current fiscal year.

Section 4.6: Vacation Pay on Holidays

An employee who is otherwise eligible for holiday pay and who is on vacation when a holiday occurs, shall be entitled to such holiday pay and marked accordingly in the time records and not charged nor paid for vacation time.

Section 4.7: Advance Vacation Pay

Upon request, the Employer shall provide the employee with his vacation paycheck on the last day worked prior to the commencement of his vacation if such request is made at least (2) calendar weeks prior to the commencement of the vacation and such vacation check is for a minimum of two (2) weeks.

Section 4.8: Vacation Pay Upon Death

All vacation benefits accrued will be paid to the estate of an employee who becomes deceased while on full pay status, or who is receiving worker's compensation benefits.

**ARTICLE 5
WAGES****Section 5.1: Full Pay Status Eligibility**

The Employer agrees to maintain and compensate employees who are on full pay status on April 1, 1994, in accordance with the rate schedule set forth in Appendix "A" attached hereto. As used herein, "full pay status" applies to employees who are being directly compensated by the Employer and excludes those employees on unpaid leave, worker's compensation, disability or disciplinary suspension.

Section 5.2: Rate of Pay for New Job Classifications

When and if it becomes necessary to hire or transfer persons to new job classifications not included in Article 1, Section 1.1, the employer will establish the appropriate regular hourly rates of pay applicable to all the other existing job classifications. However, prior to the institution of such rate, the Employer will notify the Union.

Section 5.3: Injury on the Job Pay

An employee who is injured on the job and is sent home by his/her supervisors because of such injury, shall receive pay at his/her regular straight time rate for the balance of the shift. If an employee is injured and is sent home, while working overtime, he or she shall be paid the remainder of the overtime shift, if scheduled, at the appropriate overtime rate.

If the injured employee is working overtime, but not on a scheduled shift basis, he or she will be paid minimum of four (4) hours at the appropriate overtime rate.

In all instances of an employee injured on the job, the NFTA shall have the right to require medical verification by the employee's physician or by an NFTA selected physician of such injury, its nature and extent, and if such medical verification is by an NFTA physician, at the NFTA's request, it shall be at the NFTA's expense.

Section 5.4: Jury Duty

Upon certification from the Commissioner of Jurors, the Employer agrees to pay for all employees summoned to serve on jury duty the difference between the fees they receive and their regular straight time rate. It is understood that the aforementioned compensation shall be paid to all employees, who will be assigned by the Employer to the 8:00am to 4:00pm shift during the period of jury service.

Section 5.5: Court Pay

In any litigation involving testimony on behalf of the Employer, the Employer will pay an employee his/her regular pay for all time lost from work as a witness in a court or other administrative proceeding. This provision will not be applicable to an employee who is a party to the action or proceeding.

Section 5.6: Out of Classification Pay

In the event that an employee is requested to perform work in a classification higher than his/her own for eight (8) consecutive hours or more, the employee will be eligible for temporary out of classification pay. The rate of pay for temporary out of classification work shall be the salary equal to the grade and step the employee would receive if they were promoted to the out of class position in accordance with Article 8, Section 8.7. When an employee works out of classification and is not substituting for an absent employee, the out of classification assignment shall not exceed ninety (90) days. If the assignment exceeds ninety (90) days, the position must be posted as a vacancy, unless a waiver is mutually agreed to by the parties.

Time spent working out of classification will be applied to time limits set forth in Appendix A for movement between steps in salary grades.

Section 5.7: Longevity Pay

Longevity pay will be compensated in accordance with the rate schedule set forth in Appendix "B".

ARTICLE 6
MEDICAL, DENTAL AND OPTICAL INSURANCE

Section 6.1: Medical Coverage

The Employer agrees to place bargaining unit employees into the "Teamsters Supreme Medical Plan" effective March 1, 2003. The "Teamsters Supreme Medical Plan" shall provide benefits covering Medical and Prescription Drugs, Dental, Vision and Disability Insurance.

The maximum contribution for the above shall be as follows:

Effective March 1, 2003

Single - \$52.75 per week
Double - \$107.50 per week
Family - \$152.50 per week

Effective January 1, 2004

Single - \$59.25 per week
Double - \$120.25 per week
Family - \$170.75 per week

Effective January 1, 2005

Single - \$67.25 per week
Double - \$135.75 per week
Family - \$192.50 per week

Current employees:

March 1, 2003 – 100% paid by Employer
January 1, 2004 – 100% paid by Employer
January 1, 2005 – Employee to contribute in the following manner:

Single \$5.00 per month
Double - \$10.00 per month
Family - \$20.00 per month

Newly hired and/or promoted employees:

April 1, 2003 – employees hired and/or promoted on or after this date will contribute 2.5% toward the premium on a monthly basis.

January 1, 2004 – employees hired and/or promoted on or after February 1, 2003 will contribute 5% toward the premium on a monthly basis.

January 1, 2005 – employee hired and/or promoted on or after February 1, 2003 will contribute 7.5% toward the premium on a monthly basis.

If, during the life of the agreement there is a change in the co-pays, deductibles or tiering, any additional costs shall be the responsibility of the employee. Further, if there is a change in the premium for 2006 and the parties have not agreed on a new agreement (April 1, 2005), the employee will pay any increase in the premium from January 1, 2006.

Employees on disability or workers compensation will have contributions made on their behalf as described above for up to a maximum of two (2) years.

Section 6.2: Waiver of Medical Insurance

In the event that an employee waives the medical insurance coverage set forth above, upon showing proof of duplicate coverage, he/she shall receive the amount of eight hundred (\$800) dollars for single coverage and fifteen hundred (\$1,500) for family coverage per year payable no later than December 15th of each year. A notice to waive coverage must be given to the NFTA no later than March 1st to be eligible for the following fiscal year's payment. In the event an employee wishes to reobtain medical insurance, he or she shall make application to the NFTA.

Section 6.3: Retirees Medical Benefits

Effective with the signing of this agreement, the NFTA shall provide to eligible retirees of the bargaining unit, 50% of the monthly premium cost for medical insurance not to exceed that paid to the Teamster Retiree Blue PPO for benefits equal to those set forth in Section 6.1 of this article.

To be eligible for this 50% contribution, the retiree must meet the following conditions:

- a. Retire on or after 4/1/94
- b. Retire with a minimum of ten (10) years of credited service with the NFTA
- c. Must enroll in NFTA retiree medical benefit program
- d. Must retire from full-time employment with the NFTA
- e. Must not be eligible for coverage under another medical plan if spouse is still employed

The retiree loses his or her eligibility if he or she or spouse is employed or re-employed and becomes eligible for medical benefits as a result of this employment.

Upon death of the retiree, the surviving spouse will be eligible for the NFTA's 50% premium contribution for single coverage only for a maximum of eighteen (18) months provided he/she retains his/her eligibility per the above listed conditions. After an eighteen (18) month period, spouse may elect to remain in NFTA retirees group and pay full cost of medical premiums.

Service under ten (10) years will have partial coverage on a pro-rated basis, and payment will be deducted from the pension check. An employee may elect to have family coverage, and the difference between the single and family premium will be deducted from the pension check.

The base medical plan for retirees shall be New York State Teamsters Council Health and Hospital, "Retiree Blue PPO". Any retiree who qualifies may select this plan in the manner so specified above. If a retiree chooses any other plan, offered by the employer the contribution will be capped at the premium for "Retiree Blue PPO."

Section 6.4: Dental Insurance

NFTA agrees to provide Group Health Incorporated (GHI) Preferred Dental Plan coverage for all employees who take the waiver pursuant to Article 6, Section 6.2 above. This coverage ceases once an employee is removed from the payroll, for any reason, or leaves the bargaining unit.

Section 6.5: Optical Insurance

NFTA agrees to provide Optical Coverage (CBP Plan) for all employees who take the waiver pursuant to Article 6, Section 6.2 above. This coverage ceases once an employee is removed from the payroll, for any reason, or leaves the bargaining unit.

Section 6.6: Changes in Benefits

The Employer and the Union agree that all benefit providers listed in this article, other than pension and life insurance benefits under the New York State Retirement System, are subject to change upon mutual agreement of the parties, and that the levels and types of coverage provided shall be the equivalent to those under the plans listed in this article unless mutually agreed to be otherwise.

Section 6.7:

The Union reserves the right to negotiate modifications for medical insurance provided in this Article with the understanding that if these modifications result in any additional cost, that cost must be paid by the employee through payroll deduction.

ARTICLE 7

PENSION, DISABILITY, WORKER'S COMPENSATION

Section 7.1: Pension

NFTA shall contribute to the employee's pension program through the New York State and Local Employee's Retirement System. Availability of the plan, election of membership and plan benefits are subject to the rules and procedures of the New York State Retirement System.

Section 7.2: Disability

The NYS Teamsters Council Health and Hospital Fund will provide disability coverage in accordance with New York State Disability Benefits Law, unless an employee decides to exercise their right to waive medical insurance under Article 6.2. Should an employee decide to exercise said waiver, the responsibility for coverage under NYS Disability Benefits Law shall revert to the employer.

Section 7.3: Worker's Compensation

Worker's Compensation benefits will be provided in accordance with New York State Law.

ARTICLE 8**SENIORITY, PROMOTION, TRANSFER, LAYOFF AND RECALL****Section 8.1: Seniority Definition/Promotion Requirements**

Except as otherwise provided herein, seniority shall mean the period of service of an employee within a position covered by the bargaining unit. A separate seniority list will be established for GBIA and NFIA (Appendix C). With regard to matters of promotion and transfer, senior employees will receive preference based upon their qualifications, ability, physical fitness and experience to satisfactorily perform their jobs and provided their records of punctual attendance are satisfactory.

Section 8.2: Breaks in Seniority

Seniority shall be broken by the occurrence of any one of the following: discharge or termination for cause; voluntary separation; failure to report following layoff; failure to report for employment on the date required by recall notification, provided such notification was given by certified mail to the last known address at least seventy-two (72) hours in advance of the report date; failure to return to work from Worker's Compensation leave when medically able; failure to return from an authorized leave of absence or sick leave when medically able and verified by a physician.

Section 8.3: Probationary Period for New Employees

All newly hired employees shall have a probationary period of six (6) months before being placed on permanent employment status. During said probationary period, an employee may be disciplined and/or terminated without any right of said employee to grieve said action pursuant to the parties grievance/arbitration procedures. During this period, the provisions with respect to seniority shall not apply. If retained, the employee shall then assume permanent employment status with seniority dating from the commencement of his/her employment.

Section 8.4: Promotions Outside Unit

Employees in the bargaining unit who are promoted to positions outside the bargaining unit shall have a trial period not to exceed six (6) months in order to determine whether the Employer wishes to continue them in their new position. During this trial period, there shall be no prejudice to their union membership nor their right to return to their previous job classification in the bargaining unit, with full seniority rights as described in this article. At the end of the six (6) month trial period, all seniority rights shall cease.

Section 8.5: Job Postings

All vacancies or newly created jobs within the bargaining unit shall be posted for a period of five (5) work days in order to give an opportunity to any interested employee to make application, in writing, for such jobs. The Employer agrees that the job posting will include the job title, description and salary. The Union will be provided with a copy of same prior to posting. Each employee applying for posted jobs will be considered in accordance with the seniority provisions of this article. The Employer also agrees to the provisions of applicable Federal Law regarding the posting of job vacancies.

Posted positions must be filled within thirty (30) days from posting if bid on by a qualified Union employee.

Section 8.6: New Positions

When the Board of Commissioners, or designee, of the Authority creates a new job title not contained in any collective bargaining unit in effect with the Authority, notification of such action will be sent to the Union. Such notification will be provided within five (5) working days of Board action.

Notification will include job title, description, salary grade and Employer designation as to Union or non-represented exempt status.

Upon receipt of such notification, the Union will have ten (10) working days to challenge the Authority's designation. This challenge must be submitted, in writing, to the Human Resources Branch.

Upon receipt of a written challenge, the Authority agrees to meet within five (5) working days with the Union in an attempt to negotiate the issue. If mutual agreement of this challenge is not negotiated, then the challenge will be submitted to the Public Employment Relations Board for arbitration for final resolution.

Section 8.7: Promotions/Probationary Period

Any employee selected to fill a vacancy or new job within the bargaining unit shall be assigned to the job within two (2) weeks after his/her selection and shall be on probation for a period of ninety (90) days of actual work or any extension thereof as may be mutually agreed by the Union and Employer.

If an employee is found to be unsatisfactory, or if the Employer or employee decides not to maintain or retain that job during the probationary period, then the employee shall be reinstated to his/her former job. A job vacated during such probationary period may be filled by the Employer to avoid unnecessary shifting of employees. When a promoted employee proves satisfactory, he/she shall be so notified. The rate of pay for a promotional employee shall be the lowest step of the salary schedule for the job classification which the employee is being promoted to for that fiscal year, provided it constitutes at least a \$500 increase in salary, and he/she will be eligible to move to the next step in his/her new grade once the probationary period is satisfactorily completed.

Section 8.8: Layoff/Bumping

In the event of a layoff (force reduction), seniority shall determine the order in which employees are selected for layoff. Those employees at the work locations (GBIA, NFIA) with the least seniority will be the first to be laid off. For the purposes of this section, seniority shall mean the amount of time a Union member has held a Union position at the work location (GBIA or NFIA).

In the cases of ties, a Union system shall be used to establish seniority rankings.

It is understood that seasonal, part-time or temporary employees who perform Union work at GBIA or NFIA, will be laid off first prior to Union members receiving layoff notices.

Employees selected for layoff may "bump" a less senior employee, at the same facility, with an equal or lesser salary grade. An employee may only bump into a position for which he/she is qualified for in the judgment of the NFTA.

Employees at a work location may not bump an employee from another work location regardless of seniority.

When an employee "bumps" into an equal salary grade position, he/she shall retain his/her current salary step.

If "bumping" to a lower grade, the employee will assume the salary grade/step for that position which is nearest or equal to his/her present salary providing that it is not greater than his/her current salary.

Employees who "bump" will continue to receive all benefits provided for in the agreement.

Upon receipt of a layoff notice, an employee must notify the NFTA Human Resources Branch within five (5) working days if he/she wishes to exercise any bumping rights under this section.

Section 8.9: Recall

In the event that employees will be recalled to work, such recall will be based upon seniority as defined in Section 8.1 of this article as follows:

The most senior employee will be recalled to any job classification to which the employee is qualified, provided he or she has the ability to perform the duties required.

An employee recalled to any lower rated job need not accept such recall. Refusal to accept such recall does not result in waiver of any recall rights. If not recalled to the position held prior to layoff, the employee shall retain recall rights to said position. If an employee accepts recall to any position other than the position held at time of layoff, then said employee shall continue to hold recall rights to his/her former position.

Employees retain recall rights for a period of four (4) years.

Employees on layoff retain bidding rights under Section 8.5 of this article for a period of four (4) years. The NFTA has no obligation to inform employees on layoff of job vacancies.

Employees on layoff have the responsibility to notify and keep currently informed, the Human Resources Branch as to their legal mailing address.

Recall notices shall be sent by certified and regular mail addressed to the employee address on record in the Human Resources Branch. The date of mailing of the recall notice shall be considered as the date of notification.

Upon notification of recall, an employee has twenty (20) calendar days to inform the Human Resources Branch as to his or her willingness and availability to return to work.

If the Human Resources Branch is not contacted by the employee being recalled within the above time limits, the employee forfeits all rights under this section.

Section 8.10: Notice of Termination

When service of an employee is about to be terminated by layoff or discharge, the Employer will give notice, in writing, to the Union within five (5) working days preceding layoff and, when possible, before termination.

Section 8.11: Subcontracting

During the term of this agreement, the Employer agrees not to hire temporary or part time employees or subcontract or sublease any work in such a way as to adversely affect the job security or continued employment of the present employees.

ARTICLE 9 LEAVES OF ABSENCE

Section 9.1: Union Leave

Any employee selected by the Union to represent it in any district, state or national convention, shall be granted leave of absence to attend such convention without pay and without loss of seniority rights or other benefits, provided the Employer receives sufficient prior written notice to obtain a replacement.

Section 9.2: Personal Leave

Each employee with seniority of at least one (1) year shall be entitled to five (5) personal leave days per year commencing April 1st of each year during the term hereof. Employees with less than one (1) year seniority shall be entitled to a prorated share of personal leave days, based on their date of hire, commencing April 1st. Personal leave shall be granted for such personal business as arises from time to time as approved by the Employer. Such approval shall not be unreasonably withheld. Personal leave shall be granted only upon at least forty-eight (48) hours prior written notice (when possible) to the facility manager or designated agent of the Employer. At the start of each fiscal year, any personal leave time not used by an employee during the previous fiscal year, will be converted into sick leave time, providing it does not exceed the maximum allowed. Personal time may be taken in not less than one (1) hour increments.

Section 9.3: Military Leave

Any employee who enters the National Guard or the Military Service of the United States Government shall, at the expiration of such service, be afforded all the rights and privileges provided for employees pursuant to New York State Law.

Section 9.4: Sick Leave Eligibility

Employees on full pay status who are unable to report for work because of illness or injury, will be paid sick time at their regular hourly rate and any other benefits, starting with the first scheduled work day on which the employee is absent, subject to the limitations hereinafter provided. Earnings for sick days will be included in the employee's regular pay.

Section 9.5: Sick Leave Accrual

Sick days will be earned at the rate of one-half (1/2) day per biweekly pay period, while an employee is on full pay status, up to a maximum of thirteen (13) days per year. Sick days may accumulate up to 200 days. For the purpose of determining the number of sick days earned, the following days shall be considered as having been worked: vacation days, days lost by reason of temporary leave of absence for Union business up to a maximum of five (5) working days per year, paid personal days, or any other days off or leave while an employee is on full pay status.

Section 9.6: Notification to Supervisor/Doctor Statements

Employees have the responsibility to notify their supervisor or facility office when they are sick. This must be prior to their scheduled work shift. The employee must make the call, not a family member (except in cases of medical emergencies).

Of the maximum thirteen (13) sick days accumulated each year, an employee may use up to five (5) sick days without medical documentation in accordance with the conditions set forth in this article.

In order to receive paid sick leave in excess of five (5) days in any fiscal year, an employee may be required to present medical documentation from a physician verifying the illness or injury.

The employer, at its own expense and selection, may require an employee to take a physical examination whenever deemed necessary.

Sick leave is provided exclusively to help compensate employees who are unable to work due to a bonafide illness or injury. The use of sick leave may include required doctor and dentist visits.

The misuse of sick leave will result in disciplinary action.

Section 9.7: Sick Leave Stipend

All permanent employees will be eligible for a stipend for non-use of sick leave during the fiscal year based upon the following:

<u>Sick Leave Used</u>	<u>Amount of Stipend</u>
0 – 24	40 hours pay
25 – 32	20 hours pay
33 – 40	10 hours pay

The hourly rate to be paid is that which the employee is entitled to on the last day of the fiscal year which applies. The NFTA shall pay over this additional wage within thirty (30) days of the start of the new fiscal year in a separate check if over \$300.

Section 9.8: Bereavement Leave

In the event of a death occurring in an employee's immediate family (spouse, father, mother, sister, brother, son, daughter, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law), the employee shall be entitled to a maximum of three (3) days bereavement leave.

ARTICLE 10

GRIEVANCE/ARBITRATION/MANAGEMENT RIGHTS

Section 10.1: Grievance/Arbitration Procedure

A grievance is any controversy between the employer and the Union with respect to interpretation or application of any of the terms of this agreement or compliance with any of the terms of this agreement.

All grievances as defined above shall be settled in the following manner:

Step 1:

The aggrieved party and steward shall first discuss the grievance with his/her immediate supervisor with the objective of resolving the matter informally.

Step 2:

If the matter is not resolved at the above Step, it may be submitted as a grievance, in writing, on the executed form to be provided by the Union and presented to the supervisor within five (5) calendar days after the reason for the grievance has occurred. The grievance shall include the name(s) and position(s) of the aggrieved party; the current date and the details of the grievance and relief requested, including the specific clauses or provisions of the agreement alleged to be violated.

A meeting between the designated Employer Representative and a Union Business Representative will be held within seven (7) calendar days after receipt of the written grievance. Within seven (7) calendar days after such meeting, the Employer will provide the Union with a written response to its grievance.

Step 3:

If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration providing such written submission is made within ten (10) calendar days after receipt of the Step 2 written response. The Employer and the Union agree that the arbitrator shall be selected by the process established by the Public Employment Relations Board. The arbitrator shall have no power or authority to add to, detract from or modify, explicit or implied, any express terms of this agreement, and his authority shall be limited to deciding only whether a specific provision of this agreement has been violated. Only one (1) grievance shall be submitted to or be heard by an individual arbitrator except by mutual written agreement of the parties. The decision of the arbitrator shall be final and binding upon the parties hereto. In any event, should either party fail to comply with the arbitrator's award, the parties agree that either party may petition a court of competent jurisdiction to confirm and enforce said award and that judgment may be entered thereon unless the award is vacated by court order. The expense and fees of the arbitrator and PERB shall be shared equally by the employer and the Union.

Section 10.2: Management Rights

The Employer maintains rights to set rules. The Employer shall have the right to adopt and put into effect, rules and regulations not in conflict with this agreement.

All employees shall be subject to such rules and regulations, and any violations shall be considered cause for disciplinary action, which may include discharge. The sole right to discipline and discharge employees for just cause is retained by the Employer.

ARTICLE 11
SAFETY AND WELFARE

Section 11.1: First Aid and Medical Services

The Employer will furnish first aid and medical services to employees according to the requirement of the New York State Worker's Compensation Law.

Section 11.2: Safety Devices/Coveralls and Uniforms

The Employer will continue to install safety devices for the protection of the lives and health of employees and will use its best efforts to maintain necessary equipment, buildings and other facilities in a safe and sanitary condition in accordance with established practice. In addition, the Employer will provide and maintain changes of coveralls or uniforms, with the exception of the Assistant to Airport Manager and the Assistant Air Terminal Supervisor positions, and the individual equipment necessary for the safe performance of the work assigned to each employee in accordance with established practice, which each employee so assigned will wear or use on the job only.

Section 11.3: Miscellaneous Benefits Allowance

The Employer will provide each of the employees in the bargaining unit with a \$650 separate payment to be used for the following: uniform cleaning and maintenance, purchase of safety shoes and other required equipment. This payment will be provided upon execution of this agreement and in the first pay period in April, 1995 and each year thereafter. Employees agree to abide by the uniform and safety shoe requirements as established by each facility.

Section 11.4: Use of Bulletin Boards

The Employer agrees to allow authorized officers of the Union who are employees, to use the designated bulletin boards for posting official Union notices, which must be signed by an authorized Union official. The Union agrees to use these designated bulletin boards for the posting of notices, which must be signed by an authorized Union official. The Union agrees to use these designated bulletin boards for the posting of notices and announcements of meetings, elections, appointments to offices and results of elections, social, educational or recreational affairs of the Union.

Section 11.5: Copies of Agreement

The Employer agrees to reproduce a sufficient number of copies of this agreement for distribution by Union officers to the membership.

Section 11.6: Use of Personal Vehicle/Mileage

If an employee is requested by management to work at another division or facility, the Employer must provide transportation to the employee or a minimum of thirty-three cents (33¢) per mile shall be paid from base facility to facility where employee is assigned, for the use of employee's personal vehicle. The mileage payment may be increased by the NFTA's Board of Commissioners. Employees may refuse to use personal vehicle during scheduled work hours.

Section 11.7: Public Employees/Prohibition of Strikes

The Union recognizes that the employees within the unit are public employees as defined and covered by the provisions of the New York State Public Employee's Fair Employment Law, Article 14 of the Civil Service Law. The Union asserts that it will not engage in, cause, instigate, encourage or condone a strike or stoppage of work or slowdown.

Section 11.8: Emergency Lodging Allowance

In the event of severe weather conditions or emergency, any employee who is authorized by the Employer to spend an evening in a hotel or motel, shall be eligible for a fifteen (\$15.00) dollar credit for food and non-alcoholic beverage for each night he or she stays at the hotel. This credit may be applied directly to room charge if itemized or may be paid in cash to the employee if receipts are furnished.

Section 11.9: Personnel Files

Employees have the right to examine the contents of their personnel files and may be accompanied by an advisor of their choice. Examinations may be made by appointment only. The Human Resources Branch will maintain custody of all personnel files. Employees will receive copies of all disciplinary notices or evaluations placed in their files.

Employees will be permitted to have included in their files, any material that is pertinent to their performance and qualifications.

Section 11.10: Drug and Alcohol Testing

Both parties agree that in the interest of public safety and for the safety and protection of its employees, the NFTA has the right to require employees to submit to drug and alcohol testing under the terms of the NFTA policy for compliance with Federal Regulations, the Drug Free Workplace Act of 1988 (49 CFR Part 653) and Prevention of Prohibited Drug Use and Alcohol Misuse (49 CFR Parts 653 and 654).

Section 11.11: Training Committee

The NFTA and Union agree to create a joint Labor-Management Committee that will identify resources and training opportunities necessary for promotion.

Section 11.12: Safety Committee

The Employer agrees that the Union will participate as a member or any airport(s) safety committee.

Section 11.13: Employee Assistance Program

The Employer agrees to continue current EAP services to employees and their immediate family.

Section 11.14: Job Descriptions

The Employer agrees to furnish the Union with copies of job descriptions for each title in the Union. The Employer will advise the Union of any changes in these job descriptions and will meet with the Union to discuss the changes.

ARTICLE 12
TERM OF AGREEMENT

This agreement shall become effective retroactive to April 1, 2002 and shall continue in effect until March 31, 2005.

At the expiration of this agreement, the Union and the Employer agree that the Employer is not obligated to pay any additional wage increments which are first due in that fiscal year, unless and until a new agreement has been ratified.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this
23rd day of July, 2003.

NIAGARA FRONTIER TRANSPORTATION AUTHORITY

James Mackley

TEAMSTERS LOCAL #264 (Airport Supervisors)

Richard Zymitz *7/21/03*

APPENDIX "A"
TITLES - SALARY GRADES - WAGE RATES

<u>TITLE</u>	<u>SALARY GRADE</u>
Airfield Supervisor	3
Electrical Supervisor	3
Fuel Farm Supervisor	3
Maintenance Facilities Supervisor	3
Maintenance Foreman	2
Motor Equipment Maintenance Foreman	2
Assistant to Airport Manager	2
Assistant Fuel Farm Supervisor	1
Assistant Motor Equipment Maintenance Supervisor	1
Assistant Air Terminal Supervisor	1

WAGE TABLE EFFECTIVE APRIL 1, 2002 TO MARCH 31, 2003

<u>Grade</u>	<u>Hire/Promotion Rate</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Full Rate</u>
3	\$46,567.20	\$47,676.37	\$49,340.12	\$51,003.88
2	\$42,949.08	\$44,058.25	\$45,721.76	\$47,385.77
1	\$40,833.89	\$41,943.06	\$43,606.82	\$45,270.58

WAGE TABLE EFFECTIVE APRIL 1, 2003 TO MARCH 31, 2004

<u>Grade</u>	<u>Hire/Promotion Rate</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Full Rate</u>
3	\$47,498.54	\$48,629.90	\$50,326.92	\$52,023.96
2	\$43,808.06	\$44,939.42	\$46,636.20	\$48,333.49
1	\$41,650.57	\$42,781.92	\$44,478.96	\$46,175.99

WAGE TABLE EFFECTIVE APRIL 1, 2004 TO MARCH 31, 2005

<u>Grade</u>	<u>Hire/Promotion Rate</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Full Rate</u>
3	\$48,448.51	\$49,602.50	\$51,333.46	\$53,064.44
2	\$44,684.22	\$45,838.21	\$47,568.92	\$49,300.16
1	\$42,483.58	\$43,637.56	\$45,368.54	\$47,099.51

Employees will enter the salary grade at the hire/promotion rate and will move to Step 1 after six (6) months of satisfactory service and then will be eligible to move to each successive step based on satisfactory service on an annual basis.

All employees will receive a \$500.00 signing bonus (not to be included in base rate) for April 1, 2002 increase and \$350.00 (not to be included in base for raise effective April 1, 2004).

APPENDIX "B"
LONGEVITY PAY

Longevity pay will be earned by employees with ten (10) years of service and for each five (5) year increment thereafter, in accordance with the following schedule:

<u>Anniversary</u>	<u>Longevity Pay Earned</u>
10 th	\$ 500
15 th	\$ 700
20 th	\$ 900
25 th	\$1,200
30 th	\$1,500

For the purpose of computing longevity pay, an employee shall receive a longevity increment on April 1st, if his/her 10th, 15th, 20th, etc., year of service shall be completed at anytime within that fiscal year. Once eligible, the employee's annual increments shall be added to the base salary as outlined in Appendix "A" and become part of his/her wage.

APPENDIX "C"

SENIORITY LIST

BNIA

Carmen Watt	Fuel Farm Supervisor	04/15/84
Michael Drewiega	Electrical Supervisor	06/10/91
Linda Francis	Asst. to Airport Mgr.	06/28/93
Jerome Mikolajek	Maint. Facility Supervisor	03/07/99
Cornell Baines	Asst. Air Terminal Superv.	02/21/00
Ann Kearns	Asst. Air Terminal Superv.	10/21/01
David Macy	Airfield Supervisor	11/18/02
Dennis Eggert	Airfield Supervisor	12/06/02
Prentise Moss	Asst. Air Terminal Superv.	02/10/03

NFIA

Thurman James	Maintenance Supervisor	01/15/79
---------------	------------------------	----------

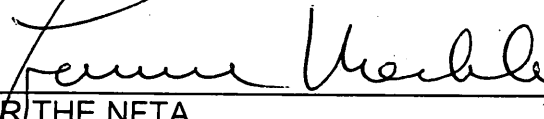
Note: Per Article 8, Section 8.1 – Seniority dates reflect the date the employee was placed into a position covered by the bargaining unit.

APPENDIX "D"

MEMORANDUM OF UNDERSTANDING

In light of rapidly escalating health care costs, the parties agree to the following memorandum of understanding.

Should the premium cost for the New York State Teamsters Council Health and Hospital Fund, Supreme Plan (Medical, Drug Prescription, Dental, Optical and Disability) rise by 5% as of January 1, 2006, the parties will begin meeting no later than December 31, 2004 to explore cost sharing of said premium and/or the purchase of an alternative coverage.


FOR THE NFTA


FOR TEAMSTERS LOCAL #264

7/23/03
DATE

7/21/03
DATE